

Streatley Allotments Society

Tenancy Agreement for letting an allotment plot

An introduction to Streatley Allotments

Streatley Parish Council (SPC) has entered into a Lease agreement with Thames Water for the use of land, which is located between the Streatley Playing Fields and Streatley church, as a communal Allotment Site. Streatley Allotments Society (SAS) manages the Allotment Site at Church Lane, Streatley on behalf of SPC in accordance with the requirements of the Allotments Act 1950 and the Memorandum of Understanding between SPC and SAS.

SAS is formed of its members and operates within a written constitution. The overall and day to day management of the Allotment Site is run by a small committee elected by SAS members and it is this committee that is referred to hereafter as SAS. Individual plot holders are responsible for the maintenance and upkeep of their own allocated plots to the standards set out in the SAS Plot Holders Guide. In addition, plot holders should be prepared to act in conjunction with other plot holders and SAS in a joint allotment holder community spirit for the overall maintenance of the Allotment Site.

Access to the Allotment Site is maintained by others and is used at a plot holders' own risk. Limited car parking is available outside the Allotment Site by the site entrance from Church Lane and is used at a plot holders' own risk.

It is the responsibility of the individual plot holder to fence their individual plots as they think fit (for example, plot fencing to prevent ingress by rabbits; clearance of litter, etc.) and within the rules. SAS, in partnership with individual allotment tenants will keep the plots and overall Allotment Site in a tidy condition. All tenants are encouraged to contribute to the effort required to maintain the common areas and facilities (pathways, access roads, fencing, hedging, water troughs etc.) of the Allotment Site.

SAS will attempt to ensure that the plot allocated is clear of hazards at the time of leasing to a new tenant. Alternatively, a new tenant may be advised of any specific ongoing health and safety risks or hazards on the allotment plot or Allotment Site, which SAS is aware of, at the time of taking on the plot. Tenants should report concerns about health and safety on their plot, or the Allotment Site, to SAS.

This Tenancy Agreement should be read in conjunction with the 'Constitution of the Streatley Allotments Society' and 'Streatley Allotments Society: A Plot Holders' Guide' the latter of which contains a Glossary of terms used in this agreement. Both of these documents are available on SAS's web page which can be found at:
http://streatley.org/sas_page.htm.

An agreement made the ___ day of _____ 20___ between Streatley Allotments Society (hereinafter called SAS) of the one part and _____ of _____ (hereinafter called the tenant and being a single member of SAS) of the other part. Whereby SAS agrees to let and the tenant agrees to take on a yearly tenancy from the ___ day of _____ 20_____ the allotment plot numbered _____ in the register of allotment plots kept by SAS.

A The Tenant Agrees with SAS as follows:

1. Upon initially taking up an allotment plot the tenant shall place a Deposit Bond of £[] with SAS. This shall be returned to the tenant upon release of the allotment plot, if agreed to be in good order, and return the access key to a committee member. If the plot is not left in an adequately clear and tidy condition SAS will carry out any work needed to bring it into a reasonable state and then recover the costs from the tenant's Deposit Bond held by SAS. This could include the cost of removing debris, repairing structures, or rotovating the land. SAS reserves the right to seek full financial redress should expenditure in excess of the Deposit Bond be required to return a plot to a good condition, as determined by SAS and whose decision shall be final, when left in a poor condition by the tenant.
2. To pay to SAS the Annual Plot Rental & Membership Fee due for their allotment plot as decided at the SAS AGM each year within 30 days of being requested to do so by SAS and to pay all outgoings that arise as a result of the use of the allotment plot or any part thereof.
3. If SAS is charged for the use of water within the Allotment Site the cost thereof shall be divided amongst all tenants pro-rata the nominal plot size.
4. To observe all rules and regulations contained in the *Streatley Allotments Society: A Plot Holder's Guide* relating to allotment plots that have been or may at any time hereinafter be made by SAS and of which the tenant shall have been notified.
5. To permit any committee member, officer or agent of SAS, SPC, or Thames Water at any time to enter upon and inspect the plot.
6. Not to assign, underlet or part with possession of the plot or any part thereof. Not to use the allotment plot for anything other than personal use in the growing of produce (inc. flowers) for the benefit of the tenant or their family. Not to carry out any type of trade or business on the Allotment Site.
7. To maintain the plot at all times within the prescribed boundaries and not to extend the area of the plot beyond those boundaries by either acts or omissions, and to use the allotment plot as an allotment plot and for no other use.
8. To keep the entire plot tidy, litter free, and properly cultivated using best endeavours to ensure that the plot is kept free of weeds and that the plot and crops thereon are kept free of pests and disease.

9. To keep the common pathways adjacent to the plot in good condition, free from holes and other hazards and to ensure that the standard path width of not less than 1 metre is maintained free of any obstruction or restriction.
10. To ensure that the access road is kept free of obstruction and hazards at all times.
11. Not to plant any fruit trees or any crops that require more than 12 months to mature without prior written consent of SAS. Trees must not take light from neighbouring plots or be allowed to exceed 9' in height.
12. To neither plant any plant nor allow any plant to develop such that it overhangs or obstructs adjacent plots or common areas.
13. When using pegs, stakes or similar items, to set them in such places and in such ways that they do not overhang or obstruct adjacent plots or common areas.
14. No livestock shall be kept on the Allotment Site without prior written consent of SAS. If granted the tenant will be responsible for ensuring that the livestock are securely contained in a humane structure and cared for to the entire satisfaction of SAS. The tenant will also be held entirely responsible for all costs associated with the control of vermin entirely due to the keeping of livestock.
15. The tenant shall carry out necessary repairs to structures erected (with SAS's permission) on the allotment plot as required and requested by SAS at any time (for example, to prevent the spread of broken plastic sheeting, etc.).
16. The tenant acknowledges that SAS has no responsibility for the loss of or damage to any buildings, tools, vehicles or other equipment brought to the Allotment Site by the tenant or guests invited onto the Allotment Site by the tenant however caused nor does SAS accept any responsibility for any injury caused by such items however caused.
17. Not to cause or permit any nuisance or annoyance to the tenant of any other plot and to be a good neighbour. Not to light bonfires anywhere on the Allotment Site.
18. Not to damage, by his or her acts or omissions, nor to allow others so to damage any fences, gates, signs, water troughs, taps or other fixtures of SAS or SPC or Thames Water and fences and gates which are the property of other plots and properties.
19. Not to deposit nor allow to deposit upon the plot nor any part of the Allotment Site any spoil, road sweepings, refuse and other materials, excepting only compost or manure in quantities such as may be required for immediate use in cultivation of the plot.
20. Not to dispose of any pesticides, herbicide or fertilisers within the Allotment Site.
21. Not to allow children under the age of 16 on to the Allotment Site unless accompanied and supervised by the tenant or other responsible adult.
22. Not to allow dogs on to the Allotment Site unless supervised and controlled by the tenant (in common areas dogs must be kept on a lead) and to clear away from the site all dog faeces that may arise.

23. To clear away from the plot and the Allotment Site all rubbish and other waste generated by the tenant (with the exception of compostable waste) and not to leave such waste matter on the plot or any part of the Allotment Site.
24. Not to remove or sell any mineral gravel, sand, or clay from the Allotment Site.
25. To use only watering cans for watering, and to report to SAS any malfunction/water leakage from the water supply system.
26. That any case of dispute between the tenant and any other occupier of an allotment plot shall be referred to SAS whose decision shall be final.
27. The tenant shall inform SAS forthwith of any change of postal or email address.
28. A tenant's motor vehicle may be parked in the area adjacent to, and without obstructing, the entrance to the Allotment Site whilst working on their allotment plot. No over-night parking is allowed. Vehicles and other materials or equipment placed in the area adjacent to the entrance to the Allotment Site are so placed entirely at the tenant's own risk and the tenant acknowledges that SAS has no responsibility for any loss of or damage to any items so placed by the tenant however caused nor does SAS have any responsibility for any injury caused by such items.
29. The tenant shall observe and perform any special condition which SAS shall consider necessary to preserve the allotment plot and Allotment Site from deterioration and of which notice shall be given to the tenant.
30. A tenant found taking produce or other items from another tenant's plot without the consent of the plot holder, SAS, SPC, or Thames Water will have their tenancy agreement terminated and may also face prosecution.

B Termination of Tenancy

1. This tenancy shall terminate on the death of a tenant.
2. The tenancy may also be terminated in any of the following manners:-
 - a) By either party giving to the other twelve months' notice in writing expiring on or before the last day of March.
 - b) By re-entry by SAS at any time after giving three months' notice in writing to the tenant on account of the allotment plot being required:
 - i) for any purpose (not being the use of the same for agriculture) for which it has been appropriated under any statutory provision; or
 - ii) for building, mining or any other industrial purpose or for roads or sewers necessary in connection with any of the above purposes.
 - c) By re-entry by SAS at any time after giving nine months' previous notice in writing to the tenant:-

- i) If the Annual Plot Rental & Membership Fee or any part thereof is not paid by the tenant within the 30-day period set out in A 2 above; or
- ii) If it appears to SAS that there has been breach by the tenant of the conditions and agreements contained herein and provided that if such breach be of the conditions or rules affecting the cultivation of the allotment gardens at least three months have elapsed since the commencement of the tenancy; or
- iii) If the tenant shall become bankrupt or compound with their creditors.
- d) By mutual agreement between SAS and the tenant.

C Notices

Any notice required to be given by SAS to the tenant may be signed by the Membership Secretary or Chair of SAS for the time being and may be served on the tenant: at the last postal address notified by the tenant either personally or by leaving it at said address, or by registered letter sent by recorded delivery service to said address; or by email to the last email address notified by the tenant; or by fixing the same in some conspicuous manner on the allotment plot referred to herein. Any notice required to be given by the tenant to SAS shall be sufficiently given if signed by the tenant and sent in a prepaid letter to the Membership Secretary of SAS or by email to SAS's email address.

Signed _____

On behalf of SAS

Signed _____

Tenant(s)